

AGREEMENT

The parties to this agreement, the STATE OF WASHINGTON, its ATTORNEY GENERAL, the PUBLIC DISCLOSURE COMMISSION (hereinafter "Commission") and KING COUNTY, KING COUNTY DEPARTMENT OF TRANSPORTATION and KING COUNTY TRANSIT (hereinafter "King County"), being desirous of resolving claims arising out of PDC case nos. 01-203 and 01-204, hereby enter into the following agreement:

1. King County admits to multiple violations of RCW 42.17.680(3). Said violations are based upon King County's actions in withholding a special assessment fee from its employees' paychecks in response to a request from the Amalgamated Transit Union, Local 587 for the stated purpose of making expenditures opposing Initiative 745. King County asserts the violations were unintentional.
2. King County and the State agree that, based upon the previous stipulation to facts submitted to the Commission on May 22, 2001, and the admitted violations of RCW 42.17 cited above, King County will accept an assessed total civil penalty of \$20,000, a portion of which will be deferred based on the following terms and conditions:
 - A. That for a period of four years from the date of execution of this agreement, there are no further violations of any provision of RCW 42.17, or WAC Chapter 390. If, within the period of four years, King County commits acts similar to those pertaining to deductions for special assessments which result in a Final Order by the Commission finding a violation of any provision of RCW 42.17 or WAC 390 et seq., or an Order of Referral to the Office of the Attorney General, the deferred penalty will become immediately due and owing on the date of the Order.


- B. King County will adopt the protocol attached to this agreement for communicating with union leadership regarding future special assessments. The protocol is designed to prevent future violations by requiring the affected labor union to inform King County in writing when an assessment is reasonably expected to be for a contribution to a political committee that is required to report to the PDC, a contribution to a candidate for state or local office, or for a contribution or expenditure in support of or in opposition to any candidate or ballot proposition. Once formally implemented by executive order in King County (but no later than six months after the signing of this agreement), King County will send a copy of the adopted executive order to the Commission's Executive Director.
- C. Within six (6) months of the signing of this Agreement, or before the next special assessment by a labor union, whichever occurs first, King County will conduct training for all King County human resources, labor relations and payroll staff implementing the protocol. King County will consult with PDC staff regarding the substance of the training, and will submit to the Commission's Executive Director, for approval, the substance and schedule of the training. Following the training, King County will certify the date(s) of the training and the titles of those in attendance to PDC Staff.
- D. King County agrees to distribute the final adopted executive order and training materials to other local governments through the Washington Association of Prosecuting Attorneys (WAPA), the Washington State Association of Counties (WSAC), and the Washington Association of County Officials (WACO). King

County will present the materials to WAPA as an agenda item at a scheduled state-wide meeting within twelve months.

E. Of the \$20,000 penalty, \$10,000 will be deferred based upon completion of the above listed conditions. In addition to the deferral of \$10,000.00 of the civil penalty described above, the Commission will defer an additional \$1,250.00 on the condition that prior to September 2, 2002, King County presents the executive order and training materials to WSAC as an agenda item at a state-wide meeting. Finally, the Commission will defer an additional \$1,250.00 on the condition that prior to September 2, 2002, King County presents the executive order and training materials to WACO as an agenda item at a State-wide meeting. If King County complies with all of these conditions, the total non-deferred portion of the penalty will be \$7,500.00. Said amount will be paid within 60 days of the signing of this Agreement.

F. King County reaffirms its intention to cooperate with the Commission and to comply in good faith with the provisions of RCW 42.17.

3. This Agreement fully and finally resolves all matters concerning the factual allegations made against King County in Commission case nos. 01-203 and 01-204.

 10-23-2001

ROD BRANDON Date
Deputy County Executive
On behalf of King County and
KING COUNTY DEPARTMENT OF
TRANSPORTATION

 10/23/2001

CHRISTINE YOROZU Date
Chair - Public Disclosure Commission

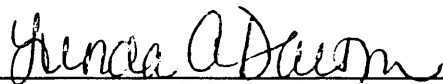
Approved as to Form

NORM MALENG,
King County Prosecuting Attorney



SALLY G. TENNEY WSBA #6862
Chief Civil Deputy Prosecuting Attorney
Attorney for King County
Date:

CHRISTINE O. GREGOIRE
Attorney General



LINDA A. DALTON, WSBA# 15467
Senior Assistant Attorney General
Attorney for the State of Washington
Date: 10/23/01

Attachment A

PROPOSED LETTER FROM UNION
FOR SPECIAL ASSESSMENT AUTHORIZATION

[Date]

To: King County Payroll Administrators
From: Authorized Union Representatives
Re: Special Assessments Fund

_____ union is requesting a special assessment of its membership
of \$_____ beginning _____ (month/year) and ending _____
(month/year). I understand that if the special assessment funds are to be used for any of the
purposes set forth in (a), (b) or (c) below, then each union employee must sign a separate form
authorizing King County payroll to deduct the special assessment.

I certify that funds from this special assessment will not be used for the following purposes:

- a. Contribution to any political committee required to report campaign or election contributions pursuant to Ch. 42.17 RCW.
- b. Contribution to any candidate for state or local elected office; or
- c. Contribution or expenditure in support of or in opposition to any state or local candidate or state or local ballot proposition.

Signature

Attachment B

Political Contribution Withholding Authorization

Under state law, no union or other entity may request King County to withhold a portion of a King County employee's salary for the purpose of making contributions to or in opposition to a political committee, candidate, or ballot measure, without the employee's written consent. Completion of this form by the King County employee entitles King County Payroll Department to make a special political assessment withholding for no more than 12 consecutive months.

I, _____, authorize _____

First Name

Middle Initial

Last Name

Name of Employer or Other Person

to withhold \$ _____ per semi-monthly pay period from my earnings

Amount

to make political contributions to _____

Name, City and State of Union or other Political Committee(s)

If more than one recipient is indicated, each is to receive the following portion of the deduction made: _____. This authorization is valid for no more than twelve (12) consecutive months. It is effective on _____

Month/Day/Year

and expires on _____

Month/Day/Year

Signature: _____

Date: _____

According to state law, no employer or labor organization may discriminate against an officer of employee in the terms or conditions of employment for (a) the failure to contribute to, (b) the failure in any way to support or oppose, or (c) in any way supporting or opposing a candidate, ballot proposition, political party, or political committee.